

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION

01 SEP 26 AM 9:47

U.S. DISTRICT COURT
N.D. OF ALABAMA**XIOMARA BRACKEN,**

)

Plaintiff,

)

vs.

)

NATIONAL BANK OF COMMERCE,

)

Defendant.

)

Civil Action Number

00-C-0025-W

ENTERED

SEP 26 2001

**MEMORANDUM OPINION ON DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

The undisputed facts show that at the time Plaintiff's position was terminated, the positions of two males and a non-pregnant female were also terminated.

In her complaint filed with the Equal Employment Opportunity Commission ("EEOC") on June 15, 1999, Plaintiff alleged that she had been discharged because of her pregnancy. She made no allegation that, because of her pregnancy, Defendant failed to re-hire her. She has never filed such a charge with the EEOC.

Defendant has articulated as a reason for its failure to re-hire Plaintiff that in January 1999 it adopted a policy that it would not hire any of the former employees of National Bank of the South ("NBS") who had received severance pay. Plaintiff had received severance pay when NBS was acquired by and merged with Defendant.

Based on these undisputed facts, Defendant is entitled to judgment as a matter

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of law.

By separate order, summary judgment will be granted in favor of Defendant.

Done this 26 day of September, 2001.



Chief United States District Judge
U.W. Clemon